

# Contingency Contracting

A Handbook for the Air Force CCO



Air Force Logistics Management Agency

## **Acknowledgments**

This handbook was produced by the Air Force Logistics Management Agency (AFLMA) for use by Air Force contingency contracting officers. The Deputy Assistant Secretary for Contracting, Office of the Secretary of the Air Force for Acquisition (SAF/AQC), commissioned this project. Acknowledgment is extended to the many people who contributed to this effort, especially Majors Cameron G. Holt and Juan-Carlos Guerrero. Specific questions concerning handbook content should be directed to the AFLMA Contracting Division:

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## **February 2003**

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## Foreword

Wherever you are deployed, things can change in a hurry. One day you may find yourself at Prince Sultan Air Base (PSAB), sustaining the troops, eating three squares a day, and even fitting in 45 minutes on a treadmill. Next, the commander of US Central Command (USCENTCOM) may be sending you with representatives from several allied countries to survey sites for the possibility of establishing bases crucial to the fight. These locations may not have hotels, restaurants, or even an airline to get you there. There will be no time to prepare, and you will have nothing but your own wits to guide you. You could find yourself both contracting officer and paying agent with tens of thousands of dollars in your care. You will have carte blanche and may be forced to use it, to think and act quickly. It may be too dangerous for tactical airlift to transport you, so you may have to hire an airplane and its crew, with cash. You may meet representatives of governments of these countries and be introduced as “the United States of America.” You will be their guest and have to negotiate with them for use of their land and facilities. If you are successful, the USCENTCOM commander may, indeed, give the word to use several of these sites, all as a result of your surveys. This is not fiction. It happened to one of our own, and this contingency contracting officer (CCO) was successful because he solved problems. That is what we do. Our job is to acquire locally as many of the warfighter’s needs as possible. Purchasing locally saves space and weight on airlift, and it is airlift that wins wars in an expeditionary air force.

*“...a lot of commanders and other Air Force logistics support professionals were surprised by what a positive impact contracting can have by exploiting vendor bases within the theater to provide fast logistics support with minimal use of high-value tactical and strategic airlift assets.”*

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# Introduction

This handbook provides you, the Air Force contingency contracting officer, with a guide to help you meet the needs of those you are supporting and your needs, which are crucial to your success and that of the overall mission.





## Introduction

Our goal in producing this handbook was to provide you, the Air Force contingency contracting officer, with a guide to help you meet the needs of those you are supporting and your needs, which are crucial to your success and that of the overall mission. We have made the assumption that you are prepared; have your deployment kit, if needed; and have been adequately trained in your CCO responsibilities, through the CON 234 Contingency Contracting course or your unit's local training. But no one can remember verbatim all the training, and that is where this guide can help. We recommend using this in conjunction with other references, such as the *Air Force Federal Acquisition Regulation Supplement* (AFFARS) Appendix CC, the *Defense Acquisition Deskbook*, and any other tools you find helpful.

First, we explain a few attributes that are vital to your success. These are part of a mindset you must have going into any deployment location, whether it is a bare base or a site that has been operational since 1990. Without this mindset, you may fail and possibly jeopardize the mission.

Contracting support of deployments takes place in four phases, according to Appendix CC, and this book is somewhat organized according to those phases—Initial Deployment, Buildup, Sustainment, Termination or Redeployment. Much of the discussion is aimed at initial deployment to a bare-base environment. After all, this is where we need the most guidance because it is an environment we are not used to, and it is the experience of CCOs, upon which this guide is based, that hopefully will fulfill that need. The guide also discusses peacetime contracting support during emergency situations and touches on some important funding issues.

*“...NCOs in contracting. Almost without exception, they performed their duties with a ‘get it done now’ attitude, and they had a tremendously positive impact on the [OEF] war effort.”*

**Special Interest**

Resourcefulness,  
Flexibility, and the  
Ability to Improvise  
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## Keys to Success

If you have deployment experience, you have learned a lot already. You know the mission needs you, and to be successful in meeting that need, you must have *resourcefulness, flexibility, and the ability to improvise*. Things change in a deployment. People change, procedures change, and you must adapt. There will be problems you cannot solve. You can repeatedly educate your commander that your 16- and 18-hour days do not allow time for extraneous additional duties, but if the commander insists you provide a tour of the local boot factory, you make it happen. It is vital that you balance mission priorities with other assigned duties or tasks by advising leadership of the ramifications or effects of doing certain things before others.

Success also means being *proactive*. You must seek out your requirements. The job will not get done by sitting in your office and letting customers come to you. Do they even know you? Find the people in the know—commanders, branch chiefs, and superintendents. If at all possible, attend meetings even if contracting issues are not discussed, because meetings are held to coordinate issues or solve problems. You are trained to find commercial means to solve problems, so there is value added in attending such meetings. They provide an opportunity to listen for customer needs, offer business solutions, and advise of potential or actual problems with proposed acquisitions or existing contracts. This is also a good forum to network and establish good working relationships and get help when the need arises.

*“...my position demanded every bit of my 9 years in contracting and previous deployment experience ...common sense, creativity, and energy are a must to meet the high mission demands. It also helps to have a sense of humor, thick skin, and a strong backbone. You will be pushed to the limits by all your customers and the base commander.”*



### Special Interest

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There is a term you are going to be hearing more about, a concept that is going to play a major role in your deployment future—Force Module. Aerospace expeditionary forces (AEF) do not have identical capabilities, and currently, planners must source hundreds of unit type codes (UTC) across many bases. This, and the fact that functional area managers use different methods to meet a combatant commander's requirements, means total combat capability is transparent to planners. Force modules are the solution. Joint Publication 1-02 provides a definition:

A force module is a grouping of combat, combat support, and combat service support forces, with their accompanying supplies and the required nonunit resupply and personnel necessary to sustain forces for a minimum of 30 days. The elements of force modules are linked together or are uniquely identified so that they may be extracted from or adjusted as an entity in the Joint Operation Planning and Execution System databases to enhance flexibility and usefulness of the operation plan during a crisis.

We are going to see five types of force modules during contingencies in the near future:

- **Open the Airbase.** This module provides capabilities to open an airbase, regardless of the follow-on mission or aircraft type. These forces will arrive first to assess the airbase and address host-nation issues, then relay specific requirements for follow-on forces. This module will include an XFFK7 (a 7-level, Acquisition Professional Development Program [APDP] level II) UTC.
- **Command and Control.** This module contains capabilities to establish a deployed wing command and control structure to include an initial maintenance group, mission support group, operations group, and medical group staffs.
- **Establish the Airbase.** Contains limited forces to establish an initial operating capability. It provides capabilities to build and modify existing and deployed support infrastructure, establish 24-hour day and night

mission operations, and enhance force protection and communications. This module will require an XFFK2 (a 7-level, APDP level II, and a 5-level), and an XFFK3 (64P3, APDP level I).

- **Generate the Mission.** Creates desired military effects as requested by the combatant commander. Contains mission systems, operators, maintainers, mission support, and medical support. Provides capability to conduct operations within 36 hours of initial arrival and consists of 8 Generate the Mission modules: fighter, bomber, tanker, and airlift.
- **Operate the Airbase.** Contains mission support forces needed to achieve full operating capability. This module provides for robust force protection, communications, cargo handling, quality-of-life activities, and reachback. It will require two XFFK5s (two 5-level personnel, one of which is an APDP level I).

The Air Force will soon be poised to make the transition to the use of force modules. However, there are enough similarities between initial deployment and opening the airbase, or buildup and establishing the airbase, that deployment preparation should remain unchanged.









# Chapter 1

## Initial Deployment and Buildup

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**C**ontracting should always be on the advanced echelon (ADVON) team. Many of our leaders now know the importance of having a contracting representative, but do not take it for granted. Somehow, ensure your wing leadership is informed early on of contracting's need to be on the site survey team and the first aircraft when it is time to deploy. Contact your installation deployment officer through your unit deployment manager. Ensure both are aware of who you are and how you fit into the ADVON team.

## Site Surveys and Preparation

If you have time before deploying, get with other functional representatives on the ADVON and determine what they, and you, need to know. Use this information to develop a site survey checklist. It should include sources, business customs, maps, interpreter sources, and so on. Paragraph CC-302 of Appendix CC is a good source for developing a checklist, as is Air Force Instruction (AFI) 10-403, *Deployment Planning and Execution*, and AFI 10-404, *Base Support and Expeditionary Site Planning*.

Take a camera on a site survey and get everything on film. Pictures of runways, water pumps, generators, control towers, and perimeter fencing will aid immeasurably civil engineering (CE), operations, and security forces people who could not make it to the site survey. Pictures will also jog your memory later. Check with the US Embassy or host nation to see if you need to seek permission to take pictures.

Research is key. If, for instance, you know you are going to Zimbabwe, get as much information as you can about the country beforehand. Familiarize yourself with the currency. What are the business customs? Look at the *Federal Acquisition Regulation* (FAR) supplements. Are higher thresholds or anything else needed? If so, write for permission to deviate. Always know how the FAR changes during a contingency.

Good sources for investigating a country include the Central Intelligence Agency's World Factbook at <http://>

[www.cia.gov/cia/publications/factbook/index.html](http://www.cia.gov/cia/publications/factbook/index.html), the State Department at <https://www.state.gov/www/regions.html>, and US Agency for International Development (USAID) at <http://www.usaid.gov/>. Besides being an excellent source of country-specific information, one of the missions of USAID is to support economic growth and trade, so it is an excellent source for locating vendors and contractors. USAID offices are typically located in each US Embassy.

### **ACSA and Host-Nation Support**

You will want to know if the country hosting the deployment has an acquisition cross-servicing agreement (ACSA). If one is in place, it could provide the force with logistics support, supplies, and services. Check the Secret Internet Protocol Router Network (SIPRNET) at <http://www.centcom.smil.mil/CCJ4/Programs/master/ccj4/index.htm> for a list of all countries with which the United States has an ACSA.

There are other ways to find out what support the host country may be able to provide. Try the staff judge advocate who deployed with you or contact the defense attache office and general services officer at the Embassy. General services officers are essentially contracting people who should know what support agreements are in place. It is quite possible food, water, fuel, transportation, and facilities may be provided for, which will take a lot off your mind. For a list of Embassy Web sites, visit <http://usembassy.state.gov/>. Embassies have important country-specific knowledge and can help guide you in what to do and what not to do, not to mention being excellent resources for locating vendors and contractors. They should also know if the Military Traffic Management Command (MTMC) or the Navy have port contracts. Know how to contact the respective Embassy of your deployment location because it should be one of your first actions when arriving in country.

## **MOA and MOU**

Most memorandums of agreement (MOA) and memorandums of understanding (MOU) are used to define areas of broad agreement between two or more parties, typically between government agencies, not between government and contractor. MOAs usually document the exchange of services and resources while MOUs normally define broad areas of understanding. It is becoming more common for customers to want CCOs to write MOAs and MOUs. This is not our responsibility. There are other methods available to write agreements; such as, blanket purchase agreements (BPA). You should refer customers wanting an MOA or MOU to Chapter 1 of AFI 25-201, *Support Agreements Procedures*.

## **Arrival in Country**

### **Find Finance**

Your first task *must* be to connect with your finance counterpart. In an initial deployment phase of a contingency, it is imperative this happens as soon as possible. Better still, seek out your counterpart before landing or even before leaving for the deployed location. Make your finance colleague your new best friend. Without funds you do not have a job, and finance plays a major role in your ability to get the job done quickly.

### **Know Your Requirements**

You should know your initial requirements without any great effort. (Think Maslow's Hierarchy—food, water, and shelter.) Paragraph CC-502-1 of Appendix CC will help. Be aware of all you can provide and advertise it. Seek out the deployed commander and introduce yourself and any other CCOs. Let the commander know you are there to provide expedient contracting support. No great detail is required. You do not need to go into specifics, such as who is the head of contracting activity (HCA) and levels of ratification authority. Initial deployment is marked by controlled chaos and confusion, so show the commander how you can operate from day one. Tell the commander



who you are, where you are, and what you can do to help. Tell the commander what the commander needs and then what you need. The commander will be impressed and support you (but keep your fingers crossed).

**Take Care of Yourself**

You must be mobile, and you will not be without transportation and a means to communicate. Rent a pickup or sport utility vehicle because you will find yourself making deliveries to your customers. Think reachback. You will need at least an international cell phone; a satellite phone is best. Getting your own lodging and office space may not be as vital the first day or two because you are going to be on the move constantly learning your territory. It may take time to determine the best arrangement. It may be best living downtown, or it may be best on base. It will depend on the need to be near your customers, your vendor base, and the need for force protection. Then again, the commander may make the choice for you.

**Locate Sources**

It is a great time to begin your continuity book as you find sources. If there is no Embassy near you to help locate them, you may be on your own, but it should not be difficult to find them. Check with hotels, find a phone book, or ask bus drivers for tour operators. You probably will be successful if you can find an English-speaking schoolteacher. A schoolteacher will certainly be able to find sources and will probably make more money working for you as an interpreter. However, it is quite possible to find yourself at a location where you actually have no say in which contractors you solicit. The local government may dictate who gets the work. If this turns out to be the case, so be it. This is where good documentation comes in.

**Documentation**

Good documentation is especially vital in a deployed environment, and it is a mindset you must grasp and adhere to. You will find yourself going nonstop for hours at a time, and things are going to happen that need recording in some form. You do not necessarily have to stop then and there

to write down the entire event or action, although you should record some sort of memory jogger. But later, while it is fresh in your mind, you need to sit down and chronicle the day's events. These could simply be memos of conversations or full-blown justification and approval documents. Make this time a habit, and it will save you later when you have to refer to these notes or files and write an after-action report.

When developing a record-keeping system for a contingency operation, there are two things to keep in mind: first, keep it simple, and second, make sure it is adequate enough to reconstruct what actually happened. Any record-keeping system should provide good organization of material. Since you are using appropriated funds, it is important to remember all expenditures will have to be reported (usually through your parent command). This includes DD Form 350 reporting for actions of more than \$25K. You should ensure enough data are captured on manual logs to accurately report expenditures when required to do so.

Finally, emphasize to your customers the importance of keeping good records of what they ordered, as some items will not arrive during their rotation. This will go a long way toward helping resolve ordering and delivery problems.

### **Accepting Gifts**

Gifts create the appearance of a special relationship or favoritism between the donor and recipient. When gifts are made in connection with one's official duties, they can lead to serious ethical problems, including bribery, graft, and corruption allegations.

Under Chapter 2 of the *Joint Ethics Regulation* (JER), an employee shall not solicit or accept a gift from a prohibited source. One prohibited source, as defined under the JER, is any person who does or seeks business with the Air Force—vendors and contractors with whom we deal daily. There is an exception, however, and it is a gift contractors commonly give to CCOs in areas such as the

Middle East—a meal. The JER states it is permissible to accept meals and refreshments in foreign areas.

### **COMSEC and OPSEC**

During a massive buildup in preparation for war, communications security (COMSEC) and operations security (OPSEC) are serious issues that can have grave consequences if proper procedures and safeguards are not followed. In many instances, especially for CCOs, a cell phone is the only means of communication. However, you must never forget to temper communication when talking about specific numbers or locations. In many instances during Operation Enduring Freedom (OEF), there were requirements that were part of a coordinated effort with several locations to provide airlifted support to remote sites. This sort of communication should not take place on cell phones but on secure systems, such as the SIPRNET; Secure Telephone Unit II; or if near a tactical airlift control element (TALCE), an International Marine/Maritime Satellite station. See your local communications people to establish a SIPRNET account. One OPSEC point to remember is to use local currency whenever possible.

Another type of security to be concerned with is your personal security. The Office of Special Investigations (OSI) will typically brief you about the overseas location before you deploy or, at the very least, as soon as you arrive. OSI provides current information on potential threats, which is important for your own personal security when driving off base to meet with vendors and contractors.

### **The Joint Environment**

There are instances when a CCO will be tasked to support a specific unit—such as a TALCE, Rapid Engineers Deployable Heavy Operations Repair Squadron Engineers, or special operations unit—and not necessarily a specific deployment location. If deploying with a special operations unit, you will likely be working in a joint environment. It is difficult, so be prepared. The special operations community has a very strong operational and

*“The need for effective communications with all CCOs in the AOR (area of responsibility) is perhaps the most critical limiting factor to effectively support a massive buildup throughout an AOR.”*

secretive culture. Both of these characteristics are essential to the mission, but it has been reported they sometimes underemphasize the importance of sharing information with logistics professionals.

Rank is extremely important in joint operations. Contracting noncommissioned officers (NCO) and junior officers (if any) in other services do not seem to have nearly as much authority or autonomy as Air Force contracting NCOs. You will need to find ways to tactfully establish professional relationships so the contracting officer function is used to the greatest benefit to the mission.

### **Food and Water Inspections**

One of the most critical requirements early in a deployment is having food and water sources inspected for safety. Responsibility for this lies with Army veterinarians in a joint environment. However, because of a shortage of Army veterinarians, it could be a while before one is available to inspect food and water sources. In some countries, it took months to establish sources during initial stages of OEF. Meanwhile, water and meals, ready to eat had to be airlifted to several sites at a tremendous cost, in terms of both money and airlift space.

To ensure these food and water shipments were not tampered with prior to delivery, CCOs worked with OSI to coordinate chain of custody concerns. CCOs also arranged to have bioenvironmental engineering personnel randomly test the water. Often the CCO takes on this coordination responsibility simply by default because other organizations feel it does not fall into their respective areas of expertise. If there are Air Force medical personnel at your deployed location, someone should be trained in public health. If so, they will be qualified to conduct food inspections for you.

### **Take Advantage of Supply, DLA**

As much as we would like to procure all our customers' needs, there are times when it is simply neither possible nor practical. There will be times when you just cannot find

*“...it’s important for CCOs who may support special operations missions to know they will have to be very flexible and unusually proactive to predict and act on requirements before they threaten overall mission accomplishment.”*

a local source for a particular item or class of items, or if you do, the exorbitant cost may prohibit you from purchasing it locally. If such were the case, it would be wise to send your customer to the installation's supply personnel, provided your customer has not visited them already. Supply should be armed with information on acquiring items from either Defense Logistics Agency (DLA) or the General Services Administration, freeing you up to work other things. DLA, for example, supplies the following items, among others:

Clothing and textiles	Medical equipment	General hardware
Safety and rescue equipment	Building materials	Lighting
Bench stock and fasteners	Heavy equipment	Automated data-processing equipment
Ventilation and air-conditioning equipment	Appliances and cleaning equipment	Rope and rigging
Imaging equipment	Plumbing supplies	Metals
Containers	Morale, welfare, and recreation (MWR) items	Telecommunications
Materiel-handling equipment	Fire and emergency equipment	Wood products
Construction equipment	Petroleum, oil, and lubricants	Cleaners and degreasers
Spill control products	Alternative refrigerants	Batteries

However, if for whatever reason your installation's supply personnel cannot order these or other items from DLA, you can. With the Government-Wide Commercial Purchase Card (GPC) in hand and the Internet, you have access to potentially 12 million items in the Department of Defense (DoD) Electronic Mall (EMALL), located at <https://EMALL.prod.dodonline.net/scripts/EMlogon.asp>. EMALL uses regional pricing. By inputting your zip code or DoD Activity Address Code (which the Web site will help you find), EMALL knows



your location and adjusts product pricing accordingly. EMALL also ships from the closest distribution center to the delivery point to provide the lowest shipping costs. Thus, a local vendor could end up supporting you, even though you made the purchase through EMALL.

## **Your GPC**

Depending on your location, you may have a solid vendor base from which to choose and many vendors who have the capability to accept the GPC. It is a great force multiplier, and with it, you can begin buying immediately. However, you need to be aware there are important procedures and responsibilities. Approximately 85 percent of CCO deployments are to the US Central Command Air Forces (USCENTAF) AOR within USCENCOM, so it is that component's GPC procedures outlined here.

If you are assigned to USCENTAF at the *beginning* of any given contingency operation, you are required to deploy with the GPC issued to you and funded by your home station. Be aware that your home-station comptroller may closely monitor use of your home-station GPC, because any expenditures will deplete the operations and maintenance (O&M) budget until reimbursement takes place. Reimbursement of funds could take months and is not 100 percent guaranteed.

If assigned to a follow-on rotation, you should not deploy with your home-station GPC. You can expect that USCENTAF will have implemented a centralized GPC program during the initial deployment of personnel.

### **Centralized GPC Program**

Responsibility for the function of this program belongs to USCENTAF/A4-LGC (<https://wwwmil.centaf.af.mil/Directorates/A4/index.htm>), 20<sup>th</sup> Contracting Squadron (CONS), Ninth Air Force Financial Manager, and 20<sup>th</sup> Comptroller Squadron/FMF, all located at Shaw AFB, South Carolina. USCENTAF retains HCA authority.

CCOs supporting follow-on rotations to a contingency operation will be issued a GPC from Shaw at their home

station prior to deploying. This happens with coordination among Air Staff functional area managers, AEF center, supporting major command (MAJCOM) functional area managers, and unit deployment managers. If there is a last-minute change in the CCO projected to fill a unit line number, all efforts will be made to ensure the CCO has a centralized GPC in hand prior to arrival at the deployed location. If not, express mail services can be used to send cards either to home stations outside the continental United States or forward operating locations (FOL).

Your only responsibility is to ensure you receive sufficient GPC training prior to deployment, to include that of your local GPC agency or organization program coordinator (A/OPC) and that provided by the Defense Acquisition University at [http://clc.dau.mil/kc/no\\_login/portal.asp](http://clc.dau.mil/kc/no_login/portal.asp). Forward all training certificates to USCENTAF/A4-LGC as soon as possible after notification of deployment. Efforts are also being made to establish AOR-specific GPC training online to better prepare CCOs for their contingency environment. Upon completion of this training, a certificate and letter of appointment will automatically be generated and forwarded to USCENTAF/A4-LGC and 20 CONS to initiate the account.

Because it is USCENTAF/A4-LGC's intent to ensure the same checks and balances between finance and contracting are available on all centralized contractual instruments, the Ninth Air Force Financial Manager will nominate financial management personnel to be the approving official for each centralized GPC account at each FOL. However, USCENTAF/A4-LGC will determine, on a case-by-case basis, if the contracting office chief at each FOL can function as the approving official.

Mailing of monthly cardholder statements to an Army or Air Force Post Office address and manual reconciliation of such statements will remain the preferred method of account reconciliation until computer bandwidth can accommodate implementation of the Customer Automation and Reporting Environment (CARE).

Personnel at USCENTAF/A4-LGC (forward and rear) will have read-only access to CARE to assist with monthly reconciliation, if necessary.

Normal account maintenance activity and customer support is conducted via phone, e-mail, or fax between the A/OPC at 20 CONS (DSN 312-965-6002) and deployed approving officials and cardholders.

USCENTAF/A4-LGC is responsible for conducting semiannual GPC surveillance at each FOL. In addition, 20 CONS will conduct regular reviews of GPC invoices for unusual activity.

Your account will remain open for approximately 90 days following your redeployment to allow any vendors in the continental United States to post the transaction when the item is shipped. You should provide the approving official a complete list of all open purchases, as well as your complete GPC purchase log, prior to departing the deployed location. All other documentation will be retained as a contract file by the contingency contracting office. Approving officials at each FOL need to ensure that accounts of personnel who have rotated home are carefully monitored for unusual activity.

### **Decentralized GPC Program**

At this time, PSAB is the only deployed location with a decentralized program. However, to empower customers and unwarranted personnel to make purchases, a decentralized program may be implemented to replace a centralized program at any FOL. If criteria are met and approved by USCENTAF/A4-LGC, program management and administration will move to the FOL from Shaw AFB.

### **Work with Traffic Management**

Two tools that tend to go hand in hand with the GPC are the Internet and the telephone. A request for purchase may be handed to you one minute, accomplished and filed away the next, because using either of these tools to buy is quick and easy. But a word of caution: although the purchase may be completed and forgotten quickly, it may cause hours of work and coordination later if you have not

properly researched how to have stateside orders shipped to your location. Proper ordering can save hours of headache later, for not only you but also your replacement, who in some cases may be in place before your GPC purchases even arrive in country.

If you have a traffic management flight, visit them before making any phone or Internet purchases. They should know all procedures for getting materiel delivered from outside the country, as well as customs clearance procedures. In most countries where it is applicable, they are also responsible for providing a letter to customs or the US Embassy to request exemption from paying duties and taxes.

If there is no traffic management function, contact the carriers, for example FedEx and DHL. They, too, will know how to clear customs. Of course, vendors will need to know which carrier you want to use. For extremely large shipments, you will need to coordinate with MTMC, which is operated by the Army.

## **Fast Payment Procedure**

Using the GPC is certainly convenient, but doing so means we lack the protection clauses give us when using purchase or delivery orders. Clauses also help eliminate problems and disputes with suppliers. For example, you just received an invoice for payment for an item you know has not reached its destination. Even so, the clause at FAR 52.231-1, *Fast Payment Procedure*, allows payment based on the contractor's submission of an invoice that certifies (1) delivery has been made to a post office, common carrier, or point of first receipt by the government and (2) the contractor agrees to correct any deficiencies due to nonreceipt, damage in transit, or nonconforming supplies.

Fast payment procedures may be used when

- Individual purchasing instruments do not exceed \$25K;
- Deliveries are made to facilities where it will be impractical for the government to make timely payment based on evidence of government acceptance;

- Title passes to the government either on delivery to a port office or carrier or on receipt by the government;
- The contractor agrees to correct any deficiencies; and
- The purchasing instrument is a firm-fixed-price contract; a purchase order, or a delivery order for supplies.

So, if you are in the Balkans, for example, and you receive an invoice for items delivered to and signed for by a government employee at Dover AFB, Delaware, you could go ahead and make payment, provided the vendor has properly prepared the invoice. See the clause for obligations of both parties.

### **SF 44**

Standard Form (SF) 44, Purchase Order-Invoice-Voucher, is a pocket-sized purchase order form designed primarily for on-the-spot, over-the-counter purchases of supplies and nonpersonal services while away from the purchasing office or at isolated activities. It is probably the most common instrument used during contingencies. The same form is used as a purchase order, receiving report, invoice, and public voucher.

Because the SF 44 contains no written terms and conditions, its use is authorized only when no other small purchasing method is considered more economical or efficient and all the conditions listed below are met:

- Amount of purchase is at or below the micropurchase threshold, except for purchases made under unusual and compelling urgency or in support of contingency operations.
- Supplies or services are immediately available.
- One delivery and one payment is to be made.
- Purchase is not in excess of the small purchase threshold for contingencies as declared by the Secretary of Defense.

You can use the SF 44 up to the simplified acquisition threshold for contingency operations, humanitarian, or peacekeeping operations (10 United States Code [USC]

2302(7)), and aviation fuel and oil (*Defense Federal Acquisition Regulation Supplement* [DFARS] 213.306(a)(1)).

### **How to Use It**

Basic instructions are included in the SF 44 booklet. The term “proper administrative office” referenced in the instructions is the accounting and finance officer or paying agent. If you are paying cash at the time of purchase, copy 1 should be retained and given to the paying agent. If you are not making payment at the time supplies are ordered, make sure the contractor understands copy 1 must be submitted to finance for payment. Copy 2 (seller’s copy of invoice) will be given to the vendor at time of purchase. Copy 3 will be annotated as the receiving report by the receiving organization and forwarded to the paying agent. You retain copy 4.

Persons other than the CCO may use the SF 44, provided you give the person written authorization and train the individual in its use. You should give a copy of the written authorization to the accounting and finance officer, in effect, delegating authority to sign a contractual instrument.

The respective buyer is responsible for ensuring funds are available, the form is properly processed, and only authorized items are purchased. One avenue to help ensure buyers in a decentralized SF 44 program purchase only authorized items is to institute a policy requiring they submit an AF Form 9 with appropriate signatures (supply and finance) and allowing the purchase to be made. Another method is to establish a list of approved items for purchase. If a required item is not on the list, the customer may call you for a one-time approval. These are proven methods that eliminate customer abuse of the SF 44.

Finally, always exercise care in maintaining physical control and accountability of forms.

## **BPA**

A BPA is a simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources of supply. BPAs

are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. Individual purchases under a BPA cannot exceed the dollar limitation for simplified acquisitions or the amount stated in the BPA, whichever is less. Existence of a BPA does not justify purchasing from only one source or splitting requirements to stay under the delegated purchasing authority. BPAs should be issued to several suppliers offering items of the same type to expedite ordering. Individuals in functional areas should be appointed, trained, and authorized to place calls against prepriced BPAs to reduce the administrative workload on the CCO.

Establishing a BPA is relatively simple. All that is required is a letter from your respective customer requesting a BPA be established, including suggested vendors. It should also specify the estimated monthly ordering amount to be purchased, the call limitation per order (the limit for individual purchases for commercial item acquisitions conducted under FAR subpart 13.5 is \$5M), and an attached list of personnel authorized to place calls against the BPAs, if decentralized. The list should contain name, rank, and duty title of each individual. The letter must also include a list of items the customer wishes to purchase under the BPA. The contractor will submit a firm-fixed price list to you for approval for a fixed period of time. Approved price lists will be distributed to the requesting organization. Prior to using the BPA, a funding document, such as an AF 9 or 616, must be established with the accounting and finance office.

If you are going to write decentralized BPAs, see Appendix 3 for instructions and guidelines you can provide to your users.

### **Setting Up Your File**

For every BPA you are using, you will need to build a separate file. This file is important because it is the only way you have of accurately keeping a record of actions for each BPA. Follow these instructions, and file maintenance will be easy and quick.



- Start with a six-part folder, if available, and label it with the following information:
  - BPA number
  - Contractor's name
  - Expiration date of the BPA
  - What the BPA is for
- Establish the six parts of the folder as follows:
  - **Part I.** A copy of the BPA and any modifications.
  - **Part II.** A copy of the most current, approved price list. Each price list should contain an expiration date. Make sure you have, and are using, a current price list.
  - **Part III.** A current list of personnel authorized to place calls against the BPA.
  - **Part IV.** A copy of the individual funding documents (AF Forms 9 and 616), delivery tickets, and receiving reports (either a DD Form 250 or signed copy of the contractor's invoice).
  - **Part V.** A call register that lists all calls placed against the BPA, a monthly report that reflects all calls placed during the reporting period, and total line items and total dollars obligated. The call register must be maintained on a continuous basis and should include the call number, date, description, quantity, unit of issue, unit price, total price, and caller's initials. It must also include the balance of funds available. Also include a monthly report reflecting total actions (calls or orders), line items, and total dollars obligated.
  - **Part VI.** Miscellaneous correspondence.

## **Expedited Contracting Procedures**

The initial deployment phase of a contingency is marked by high tempo, confusion, and controlled chaos. You will feel pressure to get your customers' goods and services delivered as quickly as possible, and the FAR can help.

For most critical steps in the contracting process, the FAR and its supplements provide flexibility to permit expedited contracting actions to satisfy urgent and compelling

requirements. However, such circumstances neither provide blanket waivers of regulatory requirements nor eliminate the need to maintain required controls and documentation. AFFARS Appendix CC-501(a)(1) through CC-501(a)(7) provides examples of existing authorities to expedite contracting actions. They include:

- Limiting sources in solicitations for sealed bids or proposals (FAR 6.302-2).
- Waiving requirements to synopses (FAR 5.202).
- Using letter contracts (FAR 16.603) or other forms of undefinitized contract actions (DFARS 217.74).
- Using oral solicitations (FAR 13.106 and FAR 15.203(f)).
- Awarding contracts before resolving protests (FAR 33.104).
- Waiving bid guarantees (FAR 28.101-1) and preperformance conferences.

In declared contingencies, the simplified acquisition threshold (SAT) is raised from \$100K to \$200K, and simplified acquisition procedures (FAR Part 13) can be used. However, the limit for individual purchases for commercial item acquisitions conducted under FAR Subpart 13.5 is \$5M.

For requirements over the SAT, there is nothing in current emergency legislation specifically allowing a CCO to waive provisions for bilateral, formal contracts for requirements more than \$100K (\$200K during contingencies). Therefore, the CCO should use the procedures in FAR Part 12 for acquisition of commercial items and services. For noncommercial supplies and services more than the SAT, the CCO must use the uniform contract format prescribed in FAR Parts 14 and 15 (and supplements) whenever possible. The contingency deployment kit should contain sufficient numbers of fill-in-the-blank Part 12 formats and uniform contract formats for each type of contract.

One FAR citation to always keep in mind is FAR 1.102-4(e). It reads in part:

If a policy or procedure, or a particular strategy or practice, is in the best interest of the Government and is not specifically addressed in the FAR, nor prohibited by law (statute or case law), Executive order or other regulation, Government members of the [Acquisition] Team should not assume it is prohibited. Rather, absence of direction should be interpreted as permitting the Team to innovate and use sound business judgment that is otherwise consistent with law and within the limits of their authority. Contracting officers should take the lead in encouraging business process innovations and ensuring that business decisions are sound.







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## Chapter 2 Sustainment and Termination





**S**imply staying informed will give you a good indication of when the transition is being made to the sustainment phase of a deployment. Knowing the length of an operation or deployment will also give you a good clue. Civil engineering will always be one of your biggest customers. When their requirements begin to slow down or change or when they begin to draw down, you know you are there. If you happen to work at a headquarters location, it will be easy to recognize because of the dramatic drop in the number of emergent issues arising from the field. Another hint is if you begin to receive policy letters to standardize processes, communicate delegations of authority, and establish reporting formats and timeframes.

You should take incremental steps toward sustainment as long as they do not delay contracting lead times for existing purchase requests. Do not measure your success by how fast you can write large dollar solicitations or conduct source selections for long-term service support. The backlog of purchase requests can grow quickly and begin affecting the mission, so be wary of making the transition to sustainment before the chaos of buildup is over.

Do not be surprised if you begin to see a number of requests for quality-of-life items (DVD players, pool tables, foosball, exercise equipment, and so forth) while still early in the buildup phase. You will have to prioritize these requirements and endure criticism for doing so to ensure mission-related items are bought quickly.

## **Supply Expertise and Cooperation**

CCOs receive hundreds of requirements the first few weeks of a deployment, and there is often no time to do anything but buy whatever is requested. This results in a lot of repetitive, time-consuming buys, even if a BPA is established.

### **Supply Store**

You could multiply your effectiveness exponentially by working with deployed supply personnel. This, of course,

*“The hardest part about making the transition from buildup to the sustainment phase is recognizing when to do it.”*

depends on the presence of supply personnel who are able (and willing) to run a base supply store, establish a receiving/search/contractor escort capability outside the gate, and provide expertise on organic supply capabilities. If a supply store is set up to stock low-cost, high-demand items, then you buy only as required to replenish stock levels. Customers would never have to wait, and your responsiveness to other requirements is greatly improved as a result of fewer purchase requests. Remember, once a base supply store is established, you will need to develop procedures for coordinating purchase requests through the store. This avoids duplicated requests for items supply people may already have ordered and adds a level of accountability.

### **Receiving**

The majority of a CCO's time is often consumed by running down post-award receiving and delivery issues. If supply personnel with expertise in receiving could establish a receiving point off base and manage escorts to accompany contractors who must go on base to perform construction, services and so forth, you could dramatically increase the pace and quantity of base support. The lead time between order and delivery would be cut down to how fast the vendors can respond.

## **Unauthorized Commitments and Ratification**

The term *unauthorized commitment* is an agreement that is nonbinding solely because the government representative who made it lacked the authority to enter into that agreement. This typically occurs in a contingency environment when a well-meaning individual believes immediate action is necessary to support the mission. It can be avoided if the CCO gets to the operation early and becomes highly visible.

An unauthorized commitment can be cured by ratification. CCOs receive requests to issue contracts to cover commitments made by unauthorized individuals to expedite a job or which, in the opinion of the individual,

were emergency purchases. CCOs do not have this authority. Ratification (act of approving an unauthorized commitment) authority is found in FAR Part 1 and its supplements. These unauthorized actions need to be resolved as quickly as possible. The on-scene commander will generally have been delegated ratification authority (AFFARS 5301.602-3), which will help shorten the process. See Appendix 4 for ratification procedures.

## **Post-Award Issues**

Unless you have at least one deployment under your belt, it may surprise you to learn how much time is actually *not* spent performing contracting activities or duties directly related to acquiring an item or service. You need to be aware that many hours of your day will be spent problem solving and coordinating. Expect it. Many of these problems will be completely new to even the best trained CCOs if they have never deployed before.

For example, working customs delay issues can quickly cause mission delays or stoppage, depending on what is being delivered. Line haul (intra- and international ground transport) contracts do not administer themselves. Host nations often impose unrealistic requirements, such as Saudi Arabia's requirement to use Saudi drivers within the country, even when there are not enough Saudis willing to drive. Nations have been known to make up rules at the border to frustrate shipments until the right people are paid and the right paperwork (which often has unrealistically long application and notification time lines) is processed. For air shipments, even military air in some cases, cargo can be frustrated for months at the whim of the host nation or if the host nation finds that similar items could have been purchased inside its country.

## **Replacement Turnover**

So the time has finally come for you to go home. The last thing you should do after greeting your replacement is turn around and run to pack your bags. Resist the temptation. You should do for your replacement what you would want to be done for you. Plan on an overlap of several days. You

may have done a great job of documenting your daily activities but take time to find and introduce your replacement to all your vendors and contractors. Think of the details stored in your head that you rely on to perform your daily activities. Only you are privy to them, so put yourself in your replacement's shoes, and share what you know.

If you are not turning over the operation to a replacement but are closing it down, it is up to you to down scope and close out contracts. Do not forget to report all actions and dollar amounts to the contracting activity that issued the procurement instrument identification numbers (PIIN) during the deployment. Also remember to submit an after-action report to your parent MAJCOM superintendent within 30 days of redeployment. AFFARS Appendix CC-502-4 outlines in detail actions to take before redeployment.

Always remember to keep COMSEC and OPSEC foremost in mind, especially when rounding up rented items for turn in, such as cell phones and vehicles.

### **NATO Tasking**

If you are tasked to support a North Atlantic Treaty Organization (NATO) operation, be aware that the contracting rules are vastly different from those you are used to. You will work as a procurement and contracting (P&C) officer and be assigned to a regional allied contracting office. You will not follow the FAR but Allied Command Europe (ACE) Directive 60-70. You can find it at [http://www.shape.nato.int/BUDFIN/ACE 60-70 htm.htm](http://www.shape.nato.int/BUDFIN/ACE%2060-70.htm) or in the *Defense Acquisition Deskbook*.

The headquarters chief, Procurement and Contracting nominates P&C officers, and the NATO Headquarters commander or chief of staff appoints them. Your P&C officer authority, provided in the form of a written warrant, is only valid for contracts issued on behalf of the NATO headquarters or agencies to which you are assigned or designated to support. No other warrant will be considered valid authority for ACE P&C officers.

*“We have come a long way in maturing our contingency contracting capability. If we continue to mature and refine the role of the contingency contracting officer, we can become indispensable to the future expeditionary air force.”*









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## Chapter 3 Local Emergencies



**T**his chapter discusses actions a contracting office should take when notified of an impending disaster; that is, hurricanes, floods, or other severe weather conditions.

### **Emergency Planning**

- Develop an extensive contingency plan geared to your particular location and incorporate it into the base contingency plan.
- Develop recall procedures that allow you to reach personnel in all situations—that is, communication-out recall procedures—and practice them.
- Create a suspense system to update information—such as phone number and address—on recall rosters.
- Obtain access to alternative means of telecommunications, such as mobile radios and cellular telephones.
- Make arrangements with the transportation squadron to have access to a vehicle during emergencies. A large pickup truck is ideal.
- In case of power outages, have access to a portable generator.
- Designate both on- and offsite alternative contracting support locations and incorporate them into the base contingency plan.
- If aircraft depart early, send a CCO with planes to support aircraft needs and buy items not available in the local area.
- Consider relocating a CCO just outside the immediate disaster area.
- Establish buying procedures that are simple and descriptive enough for all division personnel to use.
- Develop a comprehensive emergency source listing for commodities, services, and construction.
- Develop an alternative list of vendors outside the local area.
- Consider establishing BPAs for commonly used emergency supplies and services.
- Make arrangements with neighboring bases for lateral support in emergencies.

- Establish a comprehensive system to track requirements from initial receipt of a requisition to award.
- Set aside a block of PIINs.
- Coordinate with base supply, accounting and finance, and civil engineering on joint and emergency support procedures.
- Establish procedures for receipt of goods.
- Strive for a central base receiving point where all goods can be processed.
- Consider having a supply-receiving individual accompany the CCO on initial buys.

### **Actions Immediately Prior to an Emergency**

- Upon notification of an impending disaster, obtain from the MAJCOM the necessary authority to enter into letter contracts and use emergency contracting procedures.
- Make a final check of your recall procedures to ensure all information on the recall roster is accurate. Also verify contingency vendor lists.
- If your base is evacuated, ensure enough contracting people are designated to stay behind to provide initial recovery support at the relocation point to contract for temporary housing, vehicles, and so forth.
- Protect and secure all contracts and equipment.
- Establish procedures with accounting and finance to ensure funds are immediately available.
- Contact all your major service and construction contractors to gain their commitment for cleanup work.
- Remind construction contractors to secure their sites.
- Stockpile needed resources in the office to sustain a prolonged contracting support effort, such as water, battery-operated radios, flashlights, sleeping bags, and so forth.

### **On-Scene Operations**

- Activate recall procedures.
- Assess damage at the contracting office and decide whether the facility is adequate for contracting operations.

- Set up a contingency support organization based on available manpower.
- Designate specific buying roles for your personnel.
- Assign CCOs specific tasks.
- Make all necessary contact with agencies requiring coordination; that is, headquarters, accounting and finance, transportation, and base supply.
- Ensure an adequate tracking system is established prior to purchasing items.
- Establish one focal point from each base customer and make that person responsible for proper receipt of goods if there is a direct delivery.
- Coordinate with supply on a central receiving location.
- Exhaust all lateral support channels before renting any heavy equipment.
- Use your major base service contracts (grounds maintenance, refuse, housing maintenance) to aid in base cleanup.
- Early in the recovery, suggest finding contractors who are willing to remove trees (for wood value) for free or a nominal charge.
- Consider using BPAs for commonly bought commodities, such as ice, paper products, plastic sheeting, and wire fencing. Decentralize to CE whenever possible.
- Evaluate construction sites for storm damage.
- Resolve storm damage assessment differences between CE and the contractor at the earliest possible time.
- Address storm damage liability for both time extensions and possible financial responsibilities.
- For new, emergency construction requirements, exhaust all emergency competitive acquisitions, like short-term request for proposals, prior to using letter contracts.
- Waive bid bonds.
- Use your Simplified Acquisition of Base Engineer Requirements contract for small, limited design, priority projects.
- Be prepared to terminate contracts. Based on the facts surrounding each termination decision, consider a no-cost or minimal-cost termination for convenience in lieu

of a termination for default, which should be avoided because of the delay for reprocurement.

### **Offsite Contingency Support**

- Ensure all necessary forms and purchasing instruments are in your CCO kits prior to leaving for an offsite contingency.
- Coordinate with accounting and finance for payment procedures.
- Besides performing contracting responsibilities during offsite contingencies, expect to be responsible for performing pickup, receipt, payment, and delivery duties.
- Use all payment vehicles available to you when offsite, such as SF 44, GPC, and purchase orders.

### **Unusual and Compelling Urgency**

Agencies may use noncompetitive procedures when the need for the property or services is of such an unusual and compelling urgency the government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits (10 USC 2304(c)(1)). Responding to immediate requirements in the early stages of disaster relief, such as protecting persons and property, likely will qualify.

An example of this occurred on 12 March 2002 at Barksdale AFB, Louisiana. Lightning struck the Eighth Air Force headquarters building, which caused a fire that engulfed the roof and severely damaged the attic and third floor. What did not burn suffered acute water damage. The urgency and size of the cleanup ruled out many contractors until 2 CONS contacted BMS Catastrophe (<http://www.bmscat.com>), which specializes in such cleanup efforts. The company arrived within 24 hours to begin assessing the damage. Work included tearing out ceiling tiles, sucking out standing water, putting desks on blocks, and cleaning up remaining debris. The company also removed computers and saved most of them by performing a high-efficiency particulate air vacuum and other processes using nitrogen, alcohol, and heat. Any classified

documents that needed saving, including documents from the Eighth's history library, were put in a freezer truck and transported to the contractor's freeze-drying facility. The cleanup process took 30 days and saved many documents.













## Chapter 4 Funding Issues

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**B**efore you can understand appropriations, you need to know how to read a fund cite. The first seven digits of a fund cite are the most important. The first two digits reveal the federal agency or military department—57 represents Air Force; 17, Navy; 21, Army; and 97, DoD. The third digit states the period of availability or fiscal year (3 - fiscal year 2003). The next four digits state the type of appropriation (3400 - Air Force O&M funds). For example, a fund cite beginning with 573 3400 would represent Air Force O&M funds for fiscal year 2003. This citation represents a typical fund citation that CCOs should expect to see in supporting a contingency operation.

A typical Air Force O&M fund cite will look like this: 573 3400 3036444 564300 01 592 526400 VA. The VA is an emergency special program code, which will be used in most contingency-funded operations.

Be aware that all fund citations should be validated and certified as necessary by the deployed finance office before any contracting actions are considered.

## **Fiscal Law Constraints**

There are three limitations on expenditure of funds: purpose, time, and amount. An agency may obligate and expend appropriations only for a proper purpose, within time limits applicable to the appropriation (for example, O&M funds are available for obligation for 1 fiscal year), and within amounts established by Congress.

### **Color of Money**

31 USC 1301(a), commonly referred to as the purpose statute, prohibits spending money on objects other than those for which appropriations were made. The purpose statute typically refers to the concept of *color of money*, which means appropriated funds must be expended for the purpose established by Congress.

### **Availability As to Time**

Appropriations are available only to support bona fide needs during the period of availability. Typically, the period of availability for an annual appropriation is 1 fiscal year. Funds are presumed to be available for obligation only

during the fiscal year in which they are appropriated. For example, O&M funds are an annual appropriation and generally only available for obligation during the 1 October through 30 September. The *bona fide needs* statute, 31 USC 1502(a), provides that the balance of an appropriation or fund limited for obligation to a definite period is available only for payment of expenses properly incurred during the period of availability or to complete contracts properly made within that period of availability. The bona fide need is determined when the government obligates the appropriated fund (the time of award, not performance). Therefore, a bona fide need must exist at the time award is made, regardless of when performance is scheduled to begin.

A practical example of this is when a runway needs to be repaired and needs to be repaired immediately. Repairs are a bona fide need of the current fiscal year. Be careful about performance time if performance dates are stated in the solicitation and it seems the contractor cannot begin performance until after the next fiscal year. If there are no dates specified in the solicitation, the government intends that the contractor start work promptly and perform in accordance with the contract terms.

### Supplies

Supplies are bona fide needs of the period in which they are needed or consumed. Orders for supplies are proper only when supplies are actually required. Thus, supplies needed for operations during a given fiscal year are bona fide needs for that year. Supplies ordered in one fiscal period an activity will not use until a subsequent fiscal period are bona fide needs of the first period under two circumstances:

- **Inventory or stock level exception.** A bona fide need for supplies exists when there is a requirement for supply items to meet authorized stock levels (replenishment of operating stock levels, safety levels, mobilization requirements, authorized backup stocks, and so on). However, buying in excess of normal usage requirements, even if it results in a better price, is prohibited.

- **The lead time exception.** If goods or materials will not be obtainable on the open market at the time needed because the time required to order, produce, fabricate, and deliver them requires they be purchased in a prior fiscal year, such supplies are a bona fide need of the year of purchase. Therefore, the lead-time exception permits the agency to consider the normal production lead time in determining the bona fide need for an acquisition.

### Services

As a general rule, you must use current funds to obtain current services, but you may not use current funds to obtain future services. This results from application of the bona fide need rule, which basically seeks to align annual appropriations with annual requirements. There are two exceptions to the general rule:

- **Nonseverable services.** Nonseverable services, by their nature, cannot be divided for performance in separate fiscal years. Such *nonseverable* or *entire* services are funded with funds current in the year in which the contract is made for the entire services.
- **Statutory.** It permits use of current year funds to acquire services that continue over the end of the current fiscal year, even if services are severable, provided the duration of the services is no longer than 12 months.

A practical example of this is a contract for trash disposal. Suppose it is for a 12-month period or less, which is going to cross 2 fiscal years. This is acceptable because the contract is severable and its period of performance does not exceed 1 year. It can be funded with the current fiscal year's O&M funds current at the time of award for the entire contract (just as you would if it was a nonseverable contract), even though performance will cross into the next fiscal year.

### Anti-Deficiency Act

Of paramount concern is ensuring the Air Force complies with the Anti-Deficiency Act, 31 USC 1341(a), which prohibits obligating or spending money before it is appropriated or in amounts in excess of the amount appropriated. It is a criminal act to knowingly enter into or authorize government contracts in the absence of

government funds to pay for such contracts. A knowing and willful violation is punishable by a fine of up to \$5K, 2 years in prison, or both. In addition, if someone violates this law, the Air Force must investigate the matter and file a written report with Congress.

## **Types of Appropriations**

### **Operations and Maintenance**

In funding acquisitions for contingency operations, CCOs should generally expect to see only O&M funds. O&M funds are used to pay for day-to-day expenses of exercises, deployments, and military operations. However, O&M funds are not available for procurement of individual end items costing more than \$100K or any construction in excess of \$750K (except to correct a life-, health-, or safety-threatening deficiency, which bumps up the limitation to \$1.5M). O&M funds are used for the following:

- Certain MWR Items. However, see the limitations in AFI 65-106, *Appropriated Fund Support of MWR and NAF Activities*, because you must use nonappropriated (NAF) funds for plaques, mementos, coins, organizational mugs, and T-shirts.
- Acquisition of services, special clothing, supplies, and equipment.
- Necessary expenses in connection with communication and other services and supplies necessary for national defense.

Usual O&M limitations on food, clothing, and specialty metals (tents, cotton, silk, canvas, stainless steel flatware, tools) not produced in the United States are inapplicable outside the United States in support of combat operations or for acquisitions not exceeding the simplified acquisition threshold.

You may not lease a bus unless it is manufactured in the United States or a qualifying country, unless the requirement is temporary or priced below the simplified acquisition threshold.



**Procurement (57-3080)**

Contract actions to acquire property with a value in excess of \$100K for each item must be funded with procurement appropriations, not O&M funds. This includes temporary structures.

**Military Construction (57-3300)**

Contracts to complete construction valued in excess of \$750K (\$1.5M if life-, health-, or safety-threatening) are generally funded with military construction, not O&M, funds. Construction is defined as any construction, development, conversion, or extension of real property. It includes all work necessary to produce a complete and usable improvement to an existing facility. Truly temporary structures must be funded with 3080 procurement money.

Contracts for maintenance and repair work are *not* construction. Maintenance is recurrent work to prevent deterioration, work required to preserve or maintain a facility, or maintenance of a facility in such condition that it may be used for its designated purpose. Repair is defined as restoration of a real property facility, system, or component to such a condition that it may effectively be used for its designated purpose. Maintenance and repair are O&M funded.

**Other Funding Procedures**

You or the customer should contact the appropriate organization (MWR, medical facility, CE, and so on) and then the accounting and finance office for procedures to fund:

- Vehicle rentals for recreational activities (trips, tours) and recreational supplies (balls, bats, swimming pools, and so forth) that will use MWR/nonappropriated funds (go to NAF manager if available);
- Medical supplies and services (medicine, doctor services, hospitalization);
- Food (fresh fruits, vegetables, bread, and so forth) that requires a subsistence fund cite;

- Legal claims payable to host government, foreign companies and citizens, other US Government agencies, and so forth; and
- Goods and services needed to support requirements for aircraft accidents and related incidents not previously covered.

For aviation fuels purchased from a host government, an AF Form 315 or other host government form can be used and should have been provided by the aircraft commanders' home station. The same Form 315 can be used for ground fuels, liquid oxygen, oil, and so forth purchased from host governments. However, an O&M funds cite should be provided.

### **Paying Agent Duties**

Paying agents are appointed, in writing, by the commander to make payments for purchases using cash or other negotiable instrument. *Normally*, you will not be designated as a paying agent, as this violates the concept of checks and balances. However, in an emergency and because of shortfalls in deployed personnel, you may be appointed as a paying agent. You cannot make cash payments unless you are designated as such, but by no means do you have the option to ask to be appointed a paying agent. The commander, finance officer, and disbursing officer determine the appropriateness of temporarily appointing a CCO as a paying agent. All other options are to be exhausted first.

If appointed as a paying agent prior to deployment, you should be thoroughly briefed on your duties and responsibilities by the finance services officer or local deputy disbursing officer. You will be provided with written instructions. Appropriate arrangements are then made for release of funds at a designated place and at a specified time after the start of deployment. The amount of cash given to you by the disbursing officer or agent is governed by:

- Facilities available for replenishment of funds,
- Anticipated requirements of the mission, and
- Capability to safeguard funds.

Your appointment will include a description of the type of payments to be made, amount of funds to be advanced, period of time the appointment covers, your acknowledgment of acceptance of the appointment, the statement “I acknowledge I am strictly liable to the United States for all public funds under my control” and a statement you have been counseled as to the pecuniary liability of the duty. Appointments may be for a specific transaction, for a definite period of time, or for an indefinite period of time. In all cases, you will be provided complete written instructions on your duties, to include turn in of negotiable instruments and all supporting documentation at the end of the period.









<b>ACE</b>	Allied Command Europe
<b>ACSA</b>	Acquisition Cross-Servicing Agreement
<b>ADVON</b>	Advanced Echelon
<b>AEF</b>	Aerospace Expeditionary Force
<b>AFFARS</b>	Air Force Federal Acquisition Regulation Supplement
<b>AFI</b>	Air Force Instruction
<b>A/OPC</b>	Agency/Organization Program Coordinator
<b>AOR</b>	Area of Responsibility
<b>APDP</b>	Acquisition Professional Development Program
<b>BPA</b>	Blanket Purchase Agreement
<b>CARE</b>	Customer Automation and Reporting Environment
<b>CCO</b>	Contingency Contracting Officer
<b>CE</b>	Civil Engineering
<b>COMSEC</b>	Communications Security
<b>CONS</b>	Contracting Squadron
<b>DFARS</b>	Defense Federal Acquisition Regulation Supplement
<b>D&amp;F</b>	Determination and Findings
<b>DHL</b>	Dalsey, Hillblom, and Lynn
<b>DLA</b>	Defense Logistics Agency
<b>DoD</b>	Department of Defense
<b>EMALL</b>	Electronic Mall
<b>FAR</b>	Federal Acquisition Regulation
<b>FedEx</b>	Federal Express
<b>FOL</b>	Forward Operating Location
<b>GPC</b>	Government-Wide Commercial Purchase Card
<b>HCA</b>	Head of Contracting Activity
<b>JER</b>	Joint Ethics Regulation
<b>MAJCOM</b>	Major Command
<b>MOA</b>	Memorandum of Agreement
<b>MOU</b>	Memorandum of Understanding
<b>MTMC</b>	Military Traffic Management Command
<b>MWR</b>	Morale, Welfare, and Recreation
<b>NAF</b>	Nonappropriated Funds
<b>NATO</b>	North Atlantic Treaty Organization
<b>NCO</b>	Noncommissioned Officer
<b>OEF</b>	Operation Enduring Freedom



<b>O&amp;M</b>	Operations and Maintenance
<b>OPSEC</b>	Operations Security
<b>OSI</b>	Office of Special Investigations
<b>P&amp;C</b>	Procurement and Contracting Officer
<b>PIIN</b>	Procurement Instrument Identification Number
<b>PSAB</b>	Prince Sultan Air Base
<b>SAT</b>	Simplified Acquisition Threshold
<b>SIPRNET</b>	Secret Internet Protocol Router Network
<b>TALCE</b>	Tactical Airlift Control Element
<b>USAID</b>	US Agency for International Development
<b>USC</b>	United States Code
<b>USCENTAF</b>	United States Central Command Air Forces
<b>USCENTCOM</b>	United States Central Command
<b>UTC</b>	Unit Type Code

## **Published Work or Training Aid**

FAR, DFARS, AFFARS, AFFARS Appendix CC  
*Defense Acquisition Deskbook (DAD) Version 3.8*  
*Contingency and Disaster Contracting and Fiscal Law Handbook*  
Van Matthews Contingency Training Module, Version 3.1  
*AFLMA Contingency Contracting*, July 1997  
USSOC Contingency Contracting Module, Version 2002-10  
ACE Directive 60-70, *Procurement of Military Budget Funded Property and Services*  
10 USC 2207  
18 USC 201  
31 USC 1301, *Money and Finance*  
31 USC 1502, *Money and Finance*  
31 USC 1341, *Money and Finance*  
AFI 10-403, *Deployment Planning and Execution*  
AFI 10-404, *Base Support and Expeditionary Site Planning*  
AFI 25-201, *Support Agreements Procedures*  
AFI 65-106, *Appropriated Fund Support of MWR and NAF Instrumentalities*  
*DoD Financial Management Regulation*, Volume 5, Disbursing Policy and Procedures

## **Internet**

FAR—<http://farsite.hill.af.mil/>  
DAD—<http://deskbook.dau.mil/jsp/default.jsp/>  
*Contingency and Disaster Contracting and Fiscal Law Handbook*—  
[http://afls14.jag.af.mil/dscgi/ds.py/Get/File-9135/contracting\\_deskbook.doc](http://afls14.jag.af.mil/dscgi/ds.py/Get/File-9135/contracting_deskbook.doc)  
Van Matthews Contingency Training Module, Version 3.1—<https://www.afmc-mil.wpafb.af.mil/HQ-AFMC/PK/pko/contingency/ccobook2k.doc>  
*AFLMA Contingency Contracting*, July 1997—<http://www.aflma.hq.af.mil/restrict/lgc/conting.doc>  
*World Factbook 2002*—<http://www.cia.gov/cia/publications/factbook/index.html>  
US State Department—<https://www.state.gov/www/regions.html> and  
<http://usembassy.state.gov/>

USAID—<http://www.usaid.gov/>

USCENTCOM (SIPRNET)—[http://www.centcom.smil.mil/CCJ4/Programs  
master/ccj4/index.htm](http://www.centcom.smil.mil/CCJ4/Programs%20master/ccj4/index.htm)

DOD EMALL—<https://email.prod.dodonline.net/scripts/EMlogin.asp>

USCENTAF/A4-LGC—<https://wwwmil.centaf.af.mil/Directorates/A4/index.htm>

DAU Continuous Learning Center—[http://clc.dau.mil/kc/no\\_login/portal.asp](http://clc.dau.mil/kc/no_login/portal.asp)

## **Section I—Introducing the BPA**

1. The contracting office has many methods of contracting for goods and services the customers (you) need. The BPA is one of those methods. It is a simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources of supply. BPAs are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. In other words, you use BPAs when you know you are going to need a basic requirement over and over but cannot say for sure when or how many of the items will be required. A good example would be medical supplies or automobile parts.

2. A BPA is an agreement between the government and a contractor, which sets the stage for us to buy something quickly. All the conditions of sale are negotiated when the BPA is initially established, so the contractor knows up front the kind of item we will be buying, and we know how much it is going to cost us for each item we buy.

3. BPAs are often decentralized, and that is when you come into the picture. As a BPA monitor for your organization, you will be placing the call to the contractor to request delivery of your needed items. How you place that call, what your specific responsibilities are, and what paperwork you will have to complete are explained in the following sections. By following these instructions, you can help your organization complete its mission without delays of normal lead times for purchasing repetitive items.

## **Section II—BPA Monitor Responsibilities**

Contracting requires lots of paperwork and regulations because we are spending the taxpayer's money. As a BPA monitor, you will be entrusted to spend the taxpayer's money wisely. That is why it is extremely important that you learn your responsibilities well and follow the instructions in this guide. Your responsibility to the government and your unit is to spend money properly and

wisely and provide perfect tracking of all expenditures. This guide will help you do that.

1. **Know the BPA.** Read and know the BPA before using it. Know what goods or services the contractor is offering and how they will be delivered. Each BPA will have a price list for items available under the BPA. *Only those items on the price list can be ordered under the BPA.*

2. **Authorized Callers.** Usually, more than one person will be authorized to place calls against a BPA. Every authorized caller must be identified to the contracting office so we can tell the contractor. An authorization list will be included in your BPA and will identify each person, by name or position title, who can place calls against the BPA. If a person is not an authorized caller, that person cannot place calls.

3. **Maintain Records.** It is extremely important that you keep accurate records. Auditors, inspectors, and even Congress frequently review contractual documents. Be accurate. If you have more than one person making calls against the BPA, one person needs to control the records to ensure everything is correctly recorded.

4. **Maintain Funding Level.** Never allow a call to be placed if there are insufficient funds to pay the bill. Do not take for granted money will be made available after the call. Later in this guide when we talk about maintaining call registers, you will see that you need to keep a running total of available funds. Always keep an eye on this figure. It is your responsibility to coordinate with your supporting resource advisor, budget office, or accounting and finance office to determine who will authorize or obligate funds for your BPA. *Do not* spend money you do not have; it is a violation of the Anti-Deficiency Act. This would result in an unauthorized commitment of government funds, and you could be held personally responsible for the bill.

5. **Review Price Lists.** Contractors will provide price lists, which we review, and if approved by us, a copy will be sent to you for inclusion in your BPA. Make sure you review

the price list as well. Know prices you will be charged for each item and verify those prices when deliveries are made. Look out for price changes and never use an expired price list or one that has not been approved by the contracting officer.

**6. Competition.** Often, the contracting office will establish two BPAs for the same items. This is done for two reasons: first, to provide for competition requirements mandated by our regulations, and second, to provide an alternate source in case one contractor cannot support your requirements. You must compare prices before placing a call and ordering from the contractor offering the lower prices. If both contractors charge basically the same price for an item, then you should alternate ordering from the two BPAs. If the prices are not close, and you order from the higher priced BPA, you must document the file to explain why.

**7. Receipt for Deliveries.** There are two things to remember: (1) The person who places the call should not take receipt of the item ordered. This is a firm rule; it will help avoid any potential for collusion or conflict of interest. (2) Always check the items delivered before signing for them. Once you sign for the items, they are bought, so be careful.

### **Section III—Duties of an Authorized Caller**

The right to purchase goods and services for the US Government is closely controlled and monitored to ensure the taxpayers' dollars are spent wisely. The right to purchase comes directly from the US Constitution and is given only to selected individuals. By being selected as an authorized caller, you assume a number of very important responsibilities. Let us review some of them.

**1. Safeguard Funds.** You are charged with ensuring funds are spent wisely. Make sure you buy from the source that gives the most for the money. Do not buy what is not needed and challenge what does not seem right.

2. **Compete Your Buys.** You may have two or more BPAs to place calls against. Check prices on both and place your call against the one with the lower price. Remember to document your file if you choose the higher priced BPA.
3. **Avoid Impropriety.** Do not accept gratuities or discuss future requirements with contractors. If you place the call, ensure someone else signs for the delivery.
4. **Be a Watchdog.** Report any suspicious activities. Report any suspected fraud, waste, and abuse.
5. **Know Your Limitations.** Know what you can and cannot order under each BPA. Know what your dollar limitations are for each call. These can vary from BPA to BPA.
6. **Know What the BPA Says.** Know what the BPA includes and whom to call to place orders. Know whom to call if something goes wrong.

The bottom line is *know what you are doing*. The obligation of government funds is a highly visible business with many watchdogs. “I didn’t know” is not an excuse for violations. If you are not sure about something, then ask. It will be easier to train you again than it will be to unravel a long, sad story later.

## **Section IV—Setting Up Your Files**

For each BPA, you will need to build a separate file. This file is very important because it is the only way you have of accurately keeping a record of actions for each BPA. Follow these instructions, and file maintenance will be easy and quick. Let us look at each part of your folder:

- Start with a six-part folder, if available.
- Label the folder with the following information:
  - BPA number
  - Contractor’s name
  - Expiration date of the BPA
  - What the BPA is for
  - Establish the six parts of the folder as follows:

**Part I.** A copy of the BPA and any modifications. If we issue a modification, we will send you a copy. Modifications should be filed on top of the original documents.

**Part II.** A copy of the most current price list approved by the contracting officer. Every time we get a new price list, it will be reviewed, and if approved, a copy will be sent to you. Every price list should contain an expiration date. Make sure you have, and are using, a current price list. If your price list expires and you have not received a new one from us, call, and we will get one for you. Do not place calls against an expired price list or for items not on the price list.

**Part III.** A current list of personnel authorized to place calls against the BPA. When you have a turnover of personnel or new people are assigned the job of placing calls, you need to ensure we know about it so we can schedule training. Send us a letter stating who should be added or deleted from the authorization list. We will send a letter to the contractor (with a copy to you) advising of the change. Copies of these letters should be filed in this part of your folder. You should never allow someone to place calls who has not been identified to our office and the contractor. If a quick change is required, call us, document your file, and send us a followup letter. Letters requesting authorization for individuals to place calls against a unit's BPA should be signed by the individual in charge of the unit.

**Part IV.** A copy of individual funding documents (AF Forms 9 and 616), all delivery tickets, and receiving reports (either a DD Form 250 or a signed copy of the contractor's invoice). Make sure you have a receiving report for each call.

**Part V.** A weekly call register that lists all calls placed against the BPA, a monthly report that reflects all calls placed during the reporting period, total line items, and total dollars obligated.

- The call register must be continually maintained. Each time you place a call, enter the appropriate



data. Each week, you need to send copies of the call register to contracting and accounting and finance (see Section V).

- The monthly report reflects total actions (calls or orders), line items, and total dollars obligated. You need to send this report to contracting no later than the fifth day after the end of the reporting period. You are also required to send a copy of this report ,along with the call register, to the accounting and finance office.

**Part VI.** Miscellaneous correspondence (this instructional package).

## **Section V—Call Number Register**

- If placing calls against a BPA, you must record them on a permanent register. This helps you keep track of what you ordered and helps us monitor the use of the BPA. In addition, accounting and finance uses it to pay the contractor on a monthly basis.
- The register has several important uses, so it is important that you keep it current and accurate. It should include the following information:
  - BPA Number—(example: F33601-97-A-0001).
  - Name of Contractor—(example: John Doe Corp).
  - Expiration Date of BPA.
  - Type of Services and Supplies—(example: copier repair, office supplies).
  - Date Funding Document was Certified by FM—(AF Forms 9 and 616).
  - Amount of Funds Allocated to the BPA.
  - Call Number and Date of Call—Call numbers should begin with 0001 and continue in consecutive order until the BPA expires or is canceled. Do not start over each month and do not duplicate call numbers. A call number is issued each time a service or delivery is requested. Use the date when you actually placed the call to the contractor.
  - Name of Individual Placing Call.
  - Description of Services and Supplies Ordered.
  - Estimated Delivery Date.

- Actual Delivery Date.
- Unit Price Per Call—A price list approved by the contracting officer will be provided with the BPA. This information should be reported on the call register when the call is placed. If the item you require is not on the price list, do not place the call. Never change a call register to match the invoice. If there is a difference, call contracting.
- Extended Price Per Call—Obtain this by multiplying the quantity ordered by the unit price. The extended amount of the call will be determined by using the unit price on the price list. Do not obtain prices from the contractor's invoice. This amount should be in local currency and US dollars.
- Balance of Funds—Make sure you keep track of the balance of funds available. Do not make any calls if you do not have enough money.
- Prepared By—The preparer must sign the call register. This signature certifies information on the register is correct.
- Organization and Office Symbol—Enter your base, organization, and office symbol.
- Phone Number
- Complete the call register in triplicate (sign all copies). Send the original to accounting and finance and one copy to contracting. Keep one copy for your file. Your call register must reach accounting and finance and contracting no later than the fifth day of the month. The call register should list only those calls placed during the reporting month. Remember to start a new call register each month.

Note: If you made no calls during the week or month, you need to submit a negative report. A statement on the call register "no calls made" will satisfy this requirement.

## **Section VI—Monthly BPA Report**

- One other report the contracting officer will need from you is a monthly report, which reflects all calls made and total dollars obligated.

- Like the call register, the monthly report has several important uses, so you need to provide us with the following information:
  - Using Activity and Organization—Enter base, organization, office symbol, point of contact, and duty phone.
  - Reporting Month—The month you are reporting supplies or services ordered.
  - Contractor
  - BPA Number—(example: F33601-97-A-0001)
  - Total Number of Calls
  - Total Line Items
  - Total Dollar Amount
- Complete the monthly report in duplicate. Send the original to the contracting office and keep a copy for your file. Your monthly report, along with your call register, must reach the contracting office no later than the fifth day of each month.

## **Section VII—Inspections**

We will inspect your BPA files at least semiannually for compliance with these instructions. Further, it is at the contracting officer's discretion to cancel a BPA if it is not being used, if you are late with your reporting, or if there is evidence of improper or poor management of the BPA.

## **Ratification**

Ratification is the act of approving an unauthorized commitment by an official who has the authority to do so, for the purpose of paying for supplies or services provided to the government as a result of an unauthorized commitment (FAR 1.602-3(a)).

Unauthorized commitments may be ratified for the following reasons:

- The government has received and accepted supplies or services, or the government has obtained or will obtain a benefit from the contractor's performance of an unauthorized commitment.
- At the time the unauthorized commitment occurred, the ratifying official could have entered into or could have granted authority to another to enter into a contractual commitment which the official still has authority to exercise.
- The resulting contract, otherwise, would have been proper if made by an appropriate contracting officer.
- Price is fair and reasonable.
- The contracting officer recommends payment and the staff judge advocate concurs, unless agency procedures expressly do not require such concurrence.
- Funds are available and were available when the unauthorized commitment occurred.
- Ratification is within limitations prescribed by the agency.

During contingencies, the Air Force component command (Numbered Air Force or MAJCOM) will determine ratification authority. That authority will depend on the size and complexity of the mission (exercise, humanitarian relief operation, or wartime operation).

When unauthorized commitments occur, the following shall be done:

- The individual will submit a statement of all pertinent facts to the commander.

- Commanders must forward to the CCO the statement of facts, a description of any disciplinary action taken or why none was considered necessary, and the steps being taken to prevent recurrence. If non-Air Force personnel commit unauthorized acts, their ratification actions will be processed through departmental headquarters or agencies with authority over them. Transactions cannot be ratified if they could not have been made by a properly authorized CCO (illegal contracts).
- After the facts are determined, the staff judge advocate will evaluate them and determine if all documents are legally sufficient.
- If ratification is recommended and the ratifying official approves, the unauthorized contractual commitment will be put on contract and paid after the price is determined to be fair and reasonable.

If an unauthorized commitment occurs:

- Inform the individual the individual committed an unauthorized act and may personally be liable;
- Inform the individual the contracting officer is the only one authorized to obligate the government; and
- Process the ratification:
  - Obtain memorandum of relevant facts from customer.
  - Obtain letter from commander.
  - Obtain AF Form 9.
  - Write determination and findings (D&F). Samples are in DAD or Van Matthews Contingency Training Module Version 3.1.
  - Obtain approval from ratification authority.
  - Obtain letter from resource advisor stating funds would have been available at time of the unauthorized act (FAR 1.602-3).

Once you have an executed contract document, invoice, purchase request, and a D&F by the ratifying official, you can make payment to the vendor or contractor by SF 44.









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